

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Consultants, Inc.		11/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Orix Finance Corp.
Street Address:	1717 Main Street, Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1929630	HEXDAM
Registration Number:	2202768	BREEZE
Registration Number:	2208590	T3
Registration Number:	3034817	POCKET SOLUTIONS
Registration Number:	3087213	TRAINUP.COM

CORRESPONDENCE DATA

Fax Number: (713)222-3291

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (713) 221-3306

Email: constance.rhebergen@bgllp.com

Correspondent Name: Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:

064464.000011

900093156

TRADEMARK
REEL: 003670 FRAME: 0261

CH \$140.00 1929630

NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	11/30/2007
Total Attachments: 7 source=OrixTrinityAgt#page1.tif source=OrixTrinityAgt#page2.tif source=OrixTrinityAgt#page3.tif source=OrixTrinityAgt#page4.tif source=OrixTrinityAgt#page5.tif source=OrixTrinityAgt#page6.tif source=OrixTrinityAgt#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of November 29, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ORIX FINANCE CORP., as administrative agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Trinity Consultants Holdings, Inc., a Delaware corporation, Trinity Consultants Acquisition Corp., a Delaware corporation, the Lenders party thereto, and the Agent have entered into a Credit Agreement, dated as of November 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered in favor of the Agent that certain Guarantee and Collateral Agreement dated November 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include or the security interest attach to any Intellectual Property to the extent that and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such Intellectual Property or result in the abandonment, voiding or lapse thereof.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of a conflict between this IP Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 6. Termination; Release of Trademark Collateral. Upon termination of the security interest in the Collateral in accordance with Section 8.15 of the Guarantee and Collateral Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Collateral under this IP Security Agreement.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRINITY CONSULTANTS, INC., a Delaware corporation

By: [Signature]
Name: Michael Fabian
Title: V.P.

Address for Notices:

c/o Sentinel Capital Partners
330 Madison Avenue, 27th Floor
New York, NY 10017
Attn: Michael Fabian, John McCormack and Eric
D. Bommer
Fax: (212) 688-6513

with copies to:

Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022
Attn: Drew Gabel
Fax: (212) 446-6460

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, on this 29th day of November, 2007 personally appeared Michael J. Fasina, to me known personally, who, being by me duly sworn, did say that [s]he is the Vice President of TRINITY CONSULTANTS, INC., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Vice President acknowledged said instrument to be [her] [his] free act and deed.

Notary Public
My Commission Expires:

Joan C. Troxel

(SEAL)

JOAN C. TROXEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TR6149367
Qualified in Kings County
My Commission Expires July 10, 2010

Acknowledgement to IP Security Agreement

SCHEDULE A

PATENTS

None.

SCHEDULE B
TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
BREEZE	2,202,768	11/10/98
HEXDAM	1,929,630	10/24/95
T3	2,208,590	12/8/98
trainup.com	3,087,213	5/2/06
Pocket Solutions	3,034,817	12/27/05

SCHEDULE C
COPYRIGHTS

No registrations.